

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

ANTONIA TARPLEY,

Plaintiff,

v.

CASH LINK USA, LLC AND JOHN DOES

1 – 10,

Defendants.

§
§
§
§
§
§
§
§
§
§

Cause No. 3:23-CV-00233

**DEFENDANT CASH LINK USA, LLC’S
MOTION TO COMPEL ARBITRATION AND TO DISMISS THE ACTION**

COMES NOW, Defendant, Cash Link USA, LLC (“Defendant”), and files this motion to compel arbitration and to dismiss this action with prejudice or, in the alternative, to stay the action pending arbitration (the “Motion”).

Under the Federal Arbitration Act (9 U.S.C. § 1, et seq.), and in accordance with the arbitration clause contained in the parties’ agreement, Plaintiff Antonia Tarpley (“Plaintiff”), is required to submit her claims to binding arbitration. Because the claims must be submitted to arbitration, the Court should dismiss this action with prejudice, or alternatively, stay this action pending arbitration.

For the reasons outlined above and detailed in the corresponding Brief in Support of the Motion, Defendant respectfully asks the Court to compel arbitration and to dismiss this case with prejudice.

On February 22, 2023, counsel for Defendant conferred with counsel for Plaintiff regarding the Motion. On February 23, 2023, counsel for Defendant sent a copy of the applicable arbitration

provision to counsel for Plaintiff. As of the date of this Motion, counsel for Plaintiff has not indicated whether he is opposed to the Motion.

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

By: /s/ Zoe Stendara
ZOE STENDARA
Texas Bar No: 24122986
2001 Ross Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 922-7115
Telecopier: (214) 279-1415
Email: zstendara@kilpatricktownsend.com

**ATTORNEY FOR DEFENDANT
CASH LINK USA, LLC**

CERTIFICATE OF CONFERENCE

On February 22, 2023, counsel for Defendant conferred with counsel for Plaintiff regarding this motion to compel arbitration and to dismiss this action with prejudice or, in the alternative, to stay the action pending arbitration (the “Motion”). On February 23, 2023, counsel for Defendant sent a copy of the applicable arbitration provision to counsel for Plaintiff. As of the date of this Motion, counsel for Plaintiff has not indicated whether he is opposed to this Motion.

Nicholas J. Nieto
Nicholas J. Nieto

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of February, 2023, the foregoing document was served upon all counsel of record via the Court's CM/ECF System pursuant to the Federal Rules of Civil Procedure and the Local Rules of the Court.

Email: mbadwan@sulaimanlaw.com

Email: mdaher@sulaimanlaw.com

Mohammed O. Badwan

Marwan Daher

SULAIMAN LAW GROUP, LTD.

2500 South Highland Avenue, Suite 200

Lombard, Illinois 60148

Attorneys for Plaintiff

Email: nayeem@nnmpc.com

Nayeem N. Mohammed

LAW OFFICE OF NAYEEM N. MOHAMMED

539 W Commerce St #1899

Dallas, Texas 75208

Attorney for Plaintiff

Zoe Stendara

Zoe Stendara